

AGREEMENT

Between

SING TAO DAILY LIMITED (“The Company”)

And

**COMMUNICATIONS, ENERGY & PAPERWORKERS UNION OF CANADA,
LOCAL 87-M
SOUTHERN ONTARIO NEWSMEDIA GUILD (“The Union”)**

(January 1, 2010 – December 31, 2012)



INSIDE COVER

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ARTICLE 1

Recognition

1.01 The Company recognizes the Communications, Energy and Paperworkers Local 87-M Southern Ontario Newsmedia Guild as the exclusive bargaining agent for all editorial employees of the Company in the City of Toronto save and except Deputy Editor-in-Chief and persons above the rank of Deputy Editor-in-Chief.

References to Gender

1.02 In this collective agreement it is presumed that gender references to male or female employees apply equally to the other sex.

ARTICLE 2

JURISDICTION & RELATIONSHIP

Management Rights

2.01 The Union recognizes and acknowledges that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, promote, demote, classify, transfer and retire (subject to applicable legislation) employees and to discipline or discharge regular employees who have successfully completed their probationary period for just cause;
- (c) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by the employees provided such rules and regulations do not conflict with the provisions of this collective agreement;
- (d) Determine the nature and kind of business conducted by the Employer, equipment to be used, the methods and techniques of work, the content of jobs, the scheduling of shifts and overtime, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof including the closing of any facility, or part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (e) Establish and administer reasonable tests for the purpose of assisting the Employer and determining an employee's qualifications.

2.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the express provisions of this Agreement which shall serve as the only limitations upon such functions provided the Employer exercises its rights in a manner that is fair and reasonable.

2.03 The Union recognizes that the Employer shall have the exclusive right to assign work and to determine from time to time and at any time, the person or classification to which its work shall be assigned. The assignment of work to a particular person or classification shall not limit the right of the Employer to reassign such work to another person or classification.

Work of the Bargaining Unit

2.04 The Company shall not assign to any employee outside the Bargaining Unit covered by this Agreement (save and except the STN bargaining unit members) any work now performed by full-time employees within the Bargaining Unit should such assignment result directly in the layoff of one (1) or more full-time members of the Bargaining Unit.

A layoff shall be defined as a reduction in the regular weekly scheduled hours of work equivalent to one (1) or more full shifts.

In order to ensure adequate coverage under the new work schedule it is agreed and understood that employees not in the bargaining unit may cover shifts where there is insufficient full-time staff to cover such shifts without resort to overtime.

No Strikes or Lockouts

2.05 While the collective agreement is in force, neither the Union nor any employee shall take part in or call or encourage any strike as defined by the *Labour Relations Act, 1995* as amended from time to time. If such action takes place the Union agrees to repudiate it forthwith and direct the participants to cease their activities and/or return to work. While the collective agreement is in force the Employer shall not engage in any lockout of employees.

ARTICLE 3

UNION MEMBERSHIP & DUES CHECK-OFF

Union Shop

3.01 All employees in the bargaining unit who were members of the Union on May 25, 2000 or who join thereafter, shall as a condition of continued employment, be required to maintain their membership in good standing in the Union in accordance with its constitution and by-laws for the duration of the Agreement.

3.02 All persons accepting employment in the bargaining unit on or after May 25, 2000 shall become Union members within twenty (20) days from the date of commencing

employment, and shall, as a condition of employment, remain Union members in good standing for the period of this Agreement.

- 3.03** The Union agrees that it will admit to membership and retain in membership any employee in the bargaining unit, subject to the constitution of the Communication, Energy and Paperworkers Union of Canada and the by-laws of the CEP, Local 87-M, Southern Ontario Newsmedia Guild.

Dues Check Off

- 3.04** As a condition of their current continued employment, all employees and all future employees shall be required to execute and deliver to the Employer a written authorization for deduction of their regular monthly Union dues or the equivalent thereof.
- 3.05** The Company agrees to deduct from the bi-weekly earnings of each employee covered by the Collective Agreement, an amount equal to the regular union dues (as specified in writing by CEP, Local 87-M, Southern Ontario Newsmedia Guild and calculated in accordance with the terms below) and to remit the total of such deductions by cheque to the Treasurer of the union before the 15th day of the month following the month in which deductions are made. The Company shall, when remitting dues, give the names of the employees from whose pay deductions have been made.
- 3.06** The monthly remittance of dues to the Union will be substantiated by a separate listing of gross earnings and dues deductions for each employee for the month.
- 3.07** In consideration of the Company's agreement as stated above, the Union hereby undertakes and agrees to indemnify and save the Company harmless from and against any and all claims against it for the deduction of regular Union dues made and remitted in accordance with the foregoing.

General Assessments

- 3.08** In addition to the foregoing, the Company agrees on the written authorization from the Union, which shall be given at least two (2) weeks in advance of such deduction, to deduct general assessments as required by the Union and to remit the deductions by cheque to the Treasurer of the Union before the 15th day of the month following the month in which the deductions are made.

Humanity Fund

- 3.09** a) The Employer shall in each pay period, deduct \$0.01 per hour for all regular hours worked from the wages of employees covered by this Collective Agreement.
- b) The monies so deducted shall be remitted to the charitable foundation known as the CEP Humanity Fund no later than the 15th day of the month following the month in which the hours were worked. The Employer shall also include with the remittance the number of employees for whom contributions have been made.

- c) It is understood that participation in the program of deductions set out above is voluntary. Employees who do not wish to participate must so inform the Employer within thirty (30) days of the ratification of the Agreement or within thirty (30) days after being hired.
- d) All such employee contributions to the CEP Humanity Fund shall be recorded on the employee's T4 Form.

ARTICLE 4

INFORMATION

- 4.01** The Company shall supply the Union with the following information upon ratification for each employee and within one (1) month of hiring new employees:
- (a) name, sex, date of birth, address, telephone number;
 - (b) date of commencing employment;
 - (c) classification;
 - (d) experience rating and experience anniversary.

Within one (1) month, the Company shall notify the Union in writing of:

- (e) changes in any employee's rate of pay effected through a job posting or annual advancement on the wage grid and the effective date;
- (f) changes in any employee's classification and rate of pay effected through the job posting process and the effective date; and
- (g) resignations, retirements, deaths.

ARTICLE 5

REPRESENTATION & MEETINGS

- 5.01** The Company acknowledges the right of the Union to elect or appoint up to four (4) stewards. The Union may also elect or appoint alternates to the designated Stewards on the understanding that such alternates only act in the absence of the designated Steward. The Union will notify the Company in writing who the Stewards are, and of any changes.
- 5.02** In order to facilitate the investigation and handling of grievances, a Steward shall be permitted to leave the Steward's work station during working hours without loss of pay, provided that:
- (a) the Steward has obtained the prior consent of the Steward's immediate supervisor (which consent shall not be unreasonably withheld);
 - (b) the time is devoted to the prompt handling of grievances; and
 - (c) the handling of grievances does not interfere with the efficient operation of the business.

Meetings

- 5.03** The Company and the Union recognize that meetings between representatives of the respective parties to this Collective agreement are necessary in order to maintain a proper working relationship between the parties. It is recognized that meetings normally fall into three categories as follows:
- (a) Grievance meetings as described in Article 24;
 - (b) The parties agree that it is beneficial to meet to discuss matters of mutual interest and/or concern (excluding grievance meetings) from time to time. To this end, Union/Management meetings may be held upon mutual agreement between the President (or his designate) and the Union. Representation from either party will be limited to a maximum of three (3) attendees. The Local President and/or the Local Representative of the Union may also attend such meetings.
 - (c) The Union may appoint or elect a Negotiating Committee not to exceed three (3) employees from the bargaining unit for the purpose of negotiating renewal of the collective agreement. The Company shall not be required to recognize the Union Negotiating Committee until after the notice of desire to bargain has been provided and the Union has notified the Company, in writing, of the names of the members of the Union Negotiating Committee. The Company shall allow Union Negotiating Committee members unpaid leaves of absence from work for the purpose of attending bargaining meetings.
 - (d) The company will arrange to release from duties employees required to attend a grievance meeting and those attending Union/Management or negotiating meetings. Employees will be paid at their regular straight time hourly rate for time at such meetings (except negotiations).

ARTICLE 6

PROBATION PERIOD, DISCIPLINE & DISCHARGE

Probationary Period

- 6.01** New full-time employees shall be on probation until they have worked one hundred and thirty (130) shifts. New part-time employees shall be on probation for the first nine-hundred and ten (910) hours worked by the employee. The probationary period may be extended by mutual agreement. Upon completion of the probationary period the employee shall be granted seniority with credit from the original start date.

Probationary Dismissal

- 6.02** A probationary employee may be dismissed at any time during the probationary period if, in the opinion of the Company, the employee is not satisfactory. The Company's decision to dismiss the employee shall not be arbitrary, discriminatory or made in bad faith.

Just Cause

- 6.03** No employee who has completed his probationary period may be disciplined or dismissed except for just cause.

Human Rights

- 6.04** The Company and the Union agree to comply with the Ontario *Human Rights Code* in all respects.

Union Activity and Membership

- 6.05** There shall be no discrimination against of any employee because of lawful Union activity. The Union and the Company agree that no employee shall be discriminated against for reason of membership or non-membership subject to Article 3 above.

Disciplinary Interviews

- 6.06** When an employee is requested or required to attend for an interview for the purpose to discipline of such employee, the Company shall advise the employee of his or her right to the presence of a Union Steward. The management designate will send for the Steward at the employee's request without undue delay and without further discussion of the matter, provided that the Steward is readily available. If no Steward is available, the employee may request the presence of, and the management designate shall send for, a Union unit officer or some other Union member for the interview. A violation of this clause by the Employer does not void any subsequent discipline or dismissal.

Personnel File

- 6.07** Every employee shall have the right to inspect any disciplinary notations or formal evaluations contained in his personnel file, once a year or when an employee has filed a grievance. For the sake of clarity this does not include files or documents developed in connection with the grievance procedure. An employee shall have the right to review the file in the presence of management upon providing a request in writing.

Written Notice of Disciplinary Action

- 6.08** Written notice of discipline or discharge for cause shall be sent to the Union at the same time as notice is given to the employee.

ARTICLE 7

HOURS OF WORK & OVERTIME

Hours of Work & Consecutive Days Off

7.01 The normal work week for full-time employees shall consist of up to 38.5 hours per week, exclusive of meal periods, divided over five (5) days per week with two (2) consecutive days off but this shall not be a guarantee or limit on the hours worked.

Overtime

7.02 Authorized overtime shall be paid to an employee after 38.5 hours per week at the rate of straight time for the first two (2) hours and time and one-half for all additional overtime hours. For the purpose of calculating hours for overtime, any paid leave or an unpaid leave for the purposes of Articles 5.03 (c) and (d) during the week in question shall be deemed to be time worked. All overtime must be approved in advance by an employee's supervisor. For the purpose of calculating a full-time employee's hourly rate, it is agreed that the employee's weekly salary shall be divided by the 38.5 hour work week.

7.03 N/A

7.04 To be eligible for overtime payment, overtime hours must have been scheduled and authorized by the employee's supervisor prior to the performing of the work.

7.05 Each employee is entitled to at least one (1) eleven-hour interval in every twenty-four hour period.

7.06 There shall be no pyramiding of overtime or duplication of any premiums under this Agreement.

7.07 The Employer may require employees to work overtime and the employee will cooperate so as to make themselves available.

7.08 Subject to legality and to conditions set out hereinafter, employees may elect to be compensated for authorized overtime worked either in cash or in time off up to forty (40) hours in each half of the calendar year, in either case to be calculated at the appropriate contract rate for the overtime worked. When an employee requests time off, such time must be arranged at a time which is agreeable to both the Company and the employee within the half in which it is accrued. If it is not possible to arrange such time off at the mutual convenience of the Company and the employee within the half in which it is accrued, the employee shall be compensated for the overtime worked in cash after the end of each half of the calendar year. An election once made may not be revoked.

7.09 If the Employer wishes to reschedule an employee's day off, the Employer must notify the employee no less than 48 hours in advance of the day off. If the Company fails to give the required notice but still wishes to reschedule the employee's day off, the

employee shall be entitled to overtime pay at the rate of one and one-half (1-1/2) regular pay for the entire shift. However this premium shall not be paid if:

- (a) The rescheduling is necessary because of unforeseen absence of another employee;
- (b) The Company reschedules the employee's day off consecutive to his next scheduled day(s) off.

7.10 An employee whose working schedule requires him/her to work between the hours of 8 p.m. and 6 a.m. shall be paid a premium of **thirty-five cents (\$0.35)** an hour for each hour worked in that time period. The purpose of this premium is to compensate for working evening and night hours and as such shall not be considered to be pyramiding when paid for hours that are otherwise compensated with a premium under Article 7 or 12.

ARTICLE 8

HIRING, PROMOTION and TRANSFER

8.01 The company shall post a notice of all permanent vacant positions within the bargaining unit for a period of six (6) days. Applications from interested employees must be made to the President during this six day period. All qualified internal applicants shall be granted an interview. Employees who have not completed their probationary period are not eligible to apply for a job posting. Applications from employees who have successfully applied for a permanent vacancy in the prior 12 months need not be considered by the company. In the application of this Article, the company may seek outside candidates for the vacancy; however qualified internal candidates shall have priority for appointment to the position over external candidates.

8.02 A temporary (i.e. non-permanent) vacancy shall be a vacancy which does not exceed six (6) months save and except (a) a vacancy arising from pregnancy/parental leave in which case the temporary vacancy shall extend to the conclusion of such leave or (b) a vacancy arising from absence due to illness or injury in which case the temporary vacancy shall not exceed twelve (12) months.

8.03 In awarding the position, the successful applicant shall be chosen on the basis of, experience, ability, educational qualifications, training and reliability. If the experience, ability, educational qualifications, training and reliability of the two leading candidates for the position are relatively equal, seniority will determine the successful candidate.

8.04 If nobody who has applied has the necessary experience, ability, educational qualifications, or training, the Employer may seek a candidate from outside the bargaining unit.

8.05 This Article does not apply to job assignments within a classification.

Salary Upon Promotion

8.06 Employees permanently transferred or temporarily assigned for a minimum of one (1) consecutive full shift or more to a higher paid classification shall receive the minimum rate of the higher classification next higher in dollars to the rate they received in the lower classification.

This Article shall not apply to employees temporarily transferred for the purposes of training the employee. It is understood that this exemption for training situations shall not apply unless the trainee is surplus to the normal shift complement.

Transfer to Other Positions

8.07 In the event a bargaining unit employee is promoted to a non-bargaining unit position, he shall accrue service and seniority and retain the continuous service and seniority previously acquired in the bargaining unit job. This clause shall not apply if the bargaining unit employee is not returned to the bargaining unit within twelve (12) months from such promotion or reclassification.

8.08 An employee who accepts a temporary assignment to a non-bargaining unit position shall not be covered by any provision of the collective agreement, except where assignment is for a period of less than twelve (12) months, then Articles 6.03, 6.08, and 24 may apply. However it is understood that such a grievance is restricted to termination of employment only.

ARTICLE 9

GENERAL WAGE PROVISIONS

9.01 Employees shall be paid in accordance with the salary schedule in Appendix A. In the event that an employee is to be started at higher than the start rate, the Company agrees to first discuss it with the Union.

Retroactive Application

9.02 Wage increases shall be retroactive to **January 1, 2010**.

ARTICLE 10

TEMPORARY AND PART-TIME EMPLOYEES

10.01 A temporary employee is one who is hired to:

- (i) cover a leave of absence due to pregnancy and/or parental leave or for other leave of absence including vacation absences; and,

- (ii) work on special projects or for a specified time in either case not to exceed six (6) months. The Union shall be notified of the nature and duration of such temporary hiring.

10.02 Temporary employees shall not be used to reduce, displace or eliminate full-time employees.

10.03 Temporary employees shall not establish seniority under this agreement. Temporary employees are not covered by Articles 2.04, 8, 11, 12, 13, 15, 16, 18, and 19. Vacation entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.

Temporary employees who transfer to permanent employment at the end of their temporary term shall be credited with their temporary service and are not required to complete the probationary period outlined in Article 6.01 above providing they have worked in the same classification for a longer period of time than the probation period applicable. Notwithstanding the above, a full-time temporary employee shall be covered by the collective agreement under Articles 12, 14, 15, and 19 in the event that his employment exceeds one (1) year.

Part-Time Employees

10.04 A part-time employee is one who is hired to work thirty and one-half (30.5) hours or less of the weekly work period, exclusive of meal periods, as described in Article 7. Employees who work more than 30.5 hours per week for more than 20 weeks in each calendar year (commencing in 2001) shall be deemed to have become full-time employees.

10.05 Part-time employees are not covered by Articles 2.04 (Work of the Bargaining Unit), 12 (Recognized Holidays), 13 (Vacation), 14 (Sick Leave), and 15 (Benefits). Vacation entitlement and statutory holiday pay shall be governed by the provisions of the *Employment Standards Act*.

Part-time and temporary employees who are required to work on a paid holiday shall be paid at the rate of one and one-half (1-1/2) times their regular rate for all hours worked.

10.06 The Employer shall contribute 50% of the premium for part-time employees who choose to enroll with respect to the extended health and dental benefits under the existing insurance plan subject to the limitations set out in Article 15 (benefits).

10.07 Part-time employees may work full-time hours without affecting their part-time status when covering an employee due to absence for long-term illness, workers' compensation or an approved leave of absence greater than 30 days.

10.08 Part-time employees shall be paid 3.46% of their regular wages in lieu of holiday pay on every cheque.

10.09 Part-time employees shall be paid 4% of their gross earnings weekly as vacation pay. After a part-time employee has accrued 9,625 hours of service, the percentage amount shall be increased to 6%. Part-time employees are entitled to two (2) weeks' unpaid vacation time each year, or three (3) weeks as may be applicable.

ARTICLE 11

LEAVES OF ABSENCE

Bereavement

- 11.01** a) A regular employee will be granted up to five (5) scheduled working days' leave of absence with pay **for the purpose of making arrangements and attending the funeral** in the event of the death of spouse, children, father or mother. For greater clarity, "spouse" includes common-law spouse and "children" includes stepchildren.
- b) A regular employee will be granted up to three (3) scheduled working days' leave of absence with pay for the purpose of making arrangements and attending the funeral in the event of the death of a member of his/her immediate family which shall be limited to brother, sister, father-in-law, mother-in-law, grandmother, grandfather, grandchild, brother-in-law, or sister-in-law.
- c) Such possible day or days' leave of absence described in paragraph **(a) and (b)** of this Article shall be between the day of death and the funeral inclusive.
- d) The above is subject to the provision that the employee shall not receive any additional day or days' leave or pay because the death and/or arrangements and funeral occurred on a statutory holiday, or during his/her vacation, or during any leave of absence without pay.
- e) Upon request, bereavement leave with or without pay may be granted or extended in special circumstances not covered by this Agreement.

Personal Leave

11.02 Application for an unpaid leave of absence of up to twelve (12) months shall be granted by the Employer providing that such leave can be arranged without interference with the efficient operation of the newspaper. The employer shall consider all requests in a fair manner. Where possible, all leaves must be requested in writing no less than thirty (30) days before commencement of the leave. An employee on leave under this clause shall have his benefits continued if he pays the full cost of the premium. An employee on leave under this clause shall cease to accrue seniority and service after thirty (30) calendar days of the commencement of the leave (after ninety (90) days if the leave is for an approved union leave or work related educational leave).

Jury Leave

11.03 When an employee who has completed their probationary period is called for jury duty, he shall receive for each day absent from regularly scheduled working hours, the difference between regular pay lost and the amount of jury fee received, providing the employee furnishes the Employer with a notice (or notices) from the jury office showing the dates of service and the amount of any fee received. On such days, the employee must work regularly scheduled hours that remain possible as a result of when such jury duty starts and finishes. The employee shall call his supervisor to ascertain whether it is necessary to report for work.

Union Leave

11.04 Upon three (3) weeks written notice the Employer may grant leave of absence without pay to not more than two (2) employees at any one time and not more than one (1) per department if the employee has been elected as a delegate to conventions or conferences of the Communications, Energy and Paperworkers Union of Canada, Ontario Federation of Labour, Canadian Labour Congress, or Local Labour Council or Local 87-M meetings. Such leaves shall not exceed seven (7) days in duration.

11.05 If an employee is elected or appointed to any office or position of the CEP, CLC, or office or position of a local of the CEP, such employee on request will be granted a leave of absence without pay, for a period of not longer than one (1) year which may be extended by mutual agreement and shall be reinstated to the same or a comparable position upon the expiration of such leave. No more than one (1) employee may be absent simultaneously on such leave. During the period of leave seniority shall accrue, however, such time absent shall not be considered service time for the computation of benefits dependent on length of service and anniversary increases. Credited service for the purpose of the Pension Plan shall be governed by the rules of the plan.

Pregnancy and Parental

11.06 The Employer shall grant pregnancy and parental leave in accordance with the terms and conditions of the *Employment Standards Act*.

ARTICLE 12

RECOGNIZED HOLIDAYS

12.01 (a) The Employer recognizes the following as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	Civic Holiday (1 st Monday in August)
Labour Day	Thanksgiving Day
Christmas Day	December 26th

To be eligible for Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday. An employee who agrees to work on the public holiday and who, without reasonable cause, fails to report and perform work is not eligible to receive holiday pay. **Note: if the government repeals the holiday, Family Day will be deleted from the contract.**

- (b) The Employer shall continue to recognize the two (2) Chinese New Year days as paid holidays. However, should the Employer, in the future, decide to publish on such days, it is recognized that the Employer has the right require employees to work such days and to schedule two (2) alternate working days as paid days off for those who are required to work prior to the end of the calendar year in which the paid holidays fall. If an employee who is entitled to such an alternate day(s) is not scheduled such alternate paid day(s) off before the end of the year he shall be paid the equivalent of one (1) day's pay at the employee's regular rate. Notwithstanding the Employer's right to schedule alternate holiday(s) an employee, at his option, may schedule such alternate holiday to fall immediately before or after his vacation provided that an alternate date has not been previously scheduled by the Employer.

To be eligible for Chinese New Year Holiday pay an employee must have worked his scheduled shift immediately preceding and following the holiday.

- 12.02** An employee who is scheduled to work on a holiday under 12.01(a) shall at his option be paid at one and one half (1-1/2) his hourly rate for all hours worked on a recognized holiday. Alternatively, employees may be given an alternate day off with pay on a mutually agreeable day provided such alternate day is scheduled not later than twelve (12) months after the actual holiday.
- 12.03** An employee whose regular time off falls on a holiday shall receive at the employee's option, equivalent paid time off or shall receive one (1) day's pay at straight time. Scheduling of equivalent time off shall be by mutual consent however any banked holidays must be taken or paid out by the end of the first month after the end of each calendar year.
- 12.04** For the purposes of Article 12.02 the shift corresponding to the paid holiday shall be identified by the date on which falls the starting time of the shift.
- 12.05** For hourly rated employees, holiday pay shall be calculated as the employee's regular rate multiplied by the regular (non-overtime) hours normally worked per day by the employee. Where a dispute arises regarding the employee's regular (non-overtime) hours normally worked per day, the Employer will determine the hours on as the average of the regular (non-overtime) hours worked by the employee in the twelve (12) weeks preceding the Holiday.

ARTICLE 13

VACATIONS

Paid Vacation

13.01 Vacation time shall be subject to the employer's staffing requirements and must be approved by the employer. Vacation requests shall be submitted annually according to the vacation policy and will be considered on a first come/first served basis. Annual vacation time must be taken before March 31st of the following year or that time will be lost. This shall not apply to an employee who has been unable to take all vacation entitlement due to business demands at the request of the employer. In that case vacation outstanding will be paid out the first payroll following March 31st. The employer will provide the union with a summary of vacation pay cash outs for bargaining unit employees following March 31st.

13.02 "Vacation time" will not be cumulative from year-to-year.

13.03 "Vacation time" and "vacation pay" shall be calculated as follows:

- (a) An employee who has passed their probationary period but has less than five (5) years continuous service on his/her anniversary date shall be paid four percent (4%) of his/her gross pay as vacation pay and shall be entitled to ten (10) days off work as vacation time.
- (b) An employee with five (5) years but less than ten (10) years of continuous service on his/her anniversary date shall be paid six percent (6%) of his/her gross pay as vacation pay and such an employee shall be entitled to fifteen (15) days off work as vacation time.
- (c) An employee with ten (10) or more years of continuous service on his/her anniversary date shall be paid eight percent (8%) of his/her gross pay as vacation pay and shall be entitled to twenty (20) days off work as vacation time.
- (d) An employee shall receive an additional paid vacation day for each year of completed service after the conclusion of the tenth (10th) year of continuous service to a maximum of five (5) vacation days at the completion of the employee's fifteenth (15th) year of service. The employee shall receive an additional .4% of gross pay for each additional day of vacation entitlement to a maximum of 2%.

13.04 "Gross pay" referred to in Article 13.03 is defined as the employee's total regular wages including, overtime wages and bonuses (and, for the sake of clarity – excluding vacation pay) received by the employee in the calendar year.

13.05 An employee shall be entitled to schedule up to two (2) of his vacation weeks in blocks of at least one (1) week at a time.

13.06 In arranging the vacation schedule the Employer shall determine the number of employees needed at all times in order to maintain an efficient and orderly operation. The employer shall consider employee preferences in establishing the vacation schedule.

ARTICLE 14

SICK BENEFIT

14.01 Employees are required, as a condition of continued employment, to attend work regularly and as scheduled. When unable to attend, the employee will contact the Department Head or his designate as soon as possible in advance of his scheduled starting time, giving the reason he is unable to attend, the date of his expected return and details of where he can be reached.

14.02 An employee who has passed his or her probation period and who is prevented from working due to bona fide illness or injury shall be reimbursed at one hundred percent (100%) of his or her regular rate of pay less deductions required by law for a period of two (2) weeks beginning on the first day of absence. An Employee in the hourly rated group shall receive daily benefits based on his average daily pay in the twelve (12) weeks preceding the week in which the absence occurs.

14.03 In order to be eligible for benefits under this provision:

- (a) An employee must cooperate with all efforts of the Employer to return the employee to work with or without reasonable accommodation as appropriate. Moreover, an employee must take all proper steps to ensure the earliest possible return to work including attendance at a qualified physician and the following a prescribed treatment program.
- (b) An employee must not have otherwise been absent for work as a result of layoff, strike, suspension, discharge, scheduled vacation or holiday, or scheduled leave of absence under any of the provisions of the collective agreement.
- (c) An employee must submit a physician's medical report satisfactory to the Employer where reasonable, and in any event, on the third (3rd) day of an absence.
- (d) The bona fide illness or injury must not be as a result of self-inflicted injuries or illnesses, medical or surgical care which is cosmetic or the committing or the attempt to commit an assault or a criminal offence.

14.04 There shall be no entitlement to sick benefits if it is subsequently determined that the Employee was absent from work as a result of the same illness or injury for which the employee is receiving *Workplace Safety and Insurance Act* benefits. Any resultant overpayment shall be recovered from the employee's pay.

14.05 Employees shall be required to reimburse the Employer on the settlement or judgment of any legal action (respecting damages for lost income) arising of the employees injury or illness when amounts paid out under the Employer's sick leave plan in conjunction with

such settlements or judgments, would have the effect of paying the employee more than 100% of his lost income.

14.06 Employees may draw upon existing vacation credits or compensation for time owed to maintain income at 100% of regular wages.

14.07 Employees are entitled to holiday and vacation pay while in receipt of sick pay.

ARTICLE 15

BENEFIT PLANS

15.01 During the term of the Agreement, the Employer agrees to contribute one hundred percent (100%) of the billed premiums towards the coverage of eligible employees in the employ of the Employer under the Employer benefit plan. All coverages are subject to the conditions set out in the benefits plan.

15.02 It is understood that the benefit plans are not part of this Agreement and are not subject to the grievance and arbitration procedure. However, the Employer guarantees that the plan which it purchases during the term of the collective agreement shall provide benefits at the level equivalent to that currently enjoyed by employees and the issue of level of coverage may be the subject of a policy grievance under Article 24.

15.03 Benefits shall discontinue in accordance with the limitations as specified in the applicable benefit plan. Where no such limitation is expressly set out in the plan benefits shall discontinue at the end of the month following the month in which the employee ceases to be actively at work save and except as otherwise required by law.

ARTICLE 16

PENSION

16.01 The Company shall during the life of this Agreement maintain the pension plan in effect at the signing of the Agreement or a plan providing at least equal benefits. The current level of matching contributions under the plan, **applicable to employees hired prior to March 11, 2010** are (subject to limitations required by law):

- From one (1) full year to less than five (5) years service; employee/Company matching contributions each up to 5% of basic salary
- Five (5) to less than ten (10) years service: employee/Company matching contribution up to 5% of basic salary plus an additional 2.5% Company contribution if the employee makes a contribution.
- Ten (10) or more years service: employee/Company matching contribution up to 5% of basic salary plus an additional 5% Company contribution if the employee makes a contribution.

New hires (employees hired on and after March 11, 2010) will participate in the Company pension plan as follows:

- **employee/Company matching contributions each up to 5% of basic salary**

16.02 There shall be a joint Union-management advisory committee of at least two (2) members from each party (i.e. including one (1) bargaining unit member from each of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Limited, appointed by the Union) for the purpose of monitoring investment decisions and rate of return and providing information to the members of the plan.

ARTICLE 17

SENIORITY & SERVICE

Seniority Defined

17.01 Seniority means length of continuous service. Full-time employees shall accrue seniority from date of hire. Seniority for part-timers shall be based on hours worked commencing June 1, 2000. For all time worked prior to June 1, 2000 by part-time employees, seniority shall be based upon date of hire divided by two. Temporary employees shall not accumulate seniority. When two (2) or more employees commence work in the same seniority group on the same day, the procedure for establishing their relative seniority shall be based upon a coin-flip.

Continuous Service Broken

17.02 Continuity of service shall be considered broken, seniority lost and employment terminated when an employee:

- (i) resigns, retires or is discharged, or in the case of an employee who has completed his probationary period, is discharged for just cause; or
- (ii) is laid off by the Company for a period exceeding one (1) year; or
- (iii) fails to report for work after the end of an authorized leave of absence unless a satisfactory explanation is given; or
- (iv) fails to notify the Company of his intention to return to work within three (3) days after notification of recall from layoff as provided in **Article 18.10** or fails to report to work within two (2) weeks of recall from layoff; or
- (v) is absent without contact with the Company for three (3) consecutive shifts, unless a satisfactory explanation is given; or
- (vi) is absent due to illness or injury for a period of more than twenty-four (24) months subject to the Company having met its obligations pursuant to the *Human Rights Code*.

17.03 It shall be the responsibility of an employee to keep the Company advised, in writing, of his current address. The Company shall be deemed to have given an individual on layoff notice of recall by sending notice of recall by registered mail to the last address supplied by the individual. Such notice shall include the date and time at which the individual is to report to work. Such notice shall be deemed to be received upon the date the Company Letter or Canada Post notice is delivered as established by Canada Post (registered mail).

Combination of Part and Full-Time Service

17.04 Part-time employees who become full-time employees shall be credited for part-time service by having a seniority calendar date established on the actual hours worked (save and except service prior to June 1, 2000 shall be calculated at 50% for the purposes of determining seniority). Full-time employees who become part-time employees shall be credited on the basis of 1,925 hours per year of service.

Seniority Lists

17.05 The Company agrees to maintain seniority lists for regularly employed full-time employees and separate lists for regularly employed part-time employees. The lists will show the date from which seniority accumulates for each employee. An updated copy of the listings will be provided to the Guild during the month of April of each year.

The name of a regular full-time or regular part-time employee shall be placed on the appropriate seniority list next published following successful completion of the probationary period of such employee.

Service Outside the Bargaining Unit

17.06 An employee who transfers into the bargaining unit and who may have previous service and/or seniority with the Company outside the bargaining unit shall, subject to Article 8.06, start to accrue seniority for the purposes of the Collective agreement from the date of entry into the bargaining unit.

17.07 Article 17.06 shall not apply to employees of the Sing Tao Newspapers (Canada 1988) Limited bargaining unit who shall be credited with seniority for service with that Company.

ARTICLE 18

LAYOFFS

18.01 When it is determined by the Employer that a reduction in the workforce is necessary which will last more than one (1) week, not less than two (2) weeks notice shall be given to the Union and the employees affected. For layoffs of less than one (1) week, notice shall be provided in accordance with the *Employment Standards Act*.

- 18.02** The Employer will give the Union and employees as much advance notice as practicable of technological change which can reasonably be anticipated to necessitate a staff reduction affecting employees in the bargaining unit, but in any event the Employer will enter into discussions with the Union as to reducing the disruption of employment and the feasibility of employing existing staff in connection with the new technology. Present employees will be given a reasonable period for training in order to become proficient on the new equipment. In no case shall such period exceed three (3) months.
- 18.03** Layoffs of any employee(s) within any classification shall be based upon reverse seniority provided the remaining employees have sufficient skills, qualifications, and ability to perform the work.
- 18.04** Within the notice period mentioned above, the Employer shall consider requests for voluntary resignations from other employees in the work classification groups involved. If approved, such employees shall be paid severance pay in accordance with the provisions of the collective agreement.
- 18.05** Prior to requiring a layoff, the affected employee(s) shall be offered the opportunity to be placed into any bargaining unit vacancy for which he or she has the necessary skills, qualifications, and ability to perform the job.
- 18.06** An affected employee may bump the most junior employee in an equivalent or lower classification provided the position is held by a more junior employee and provided he or she has the proven skill, qualifications, and ability to competently perform the job. Any employee wishing to bump must do so within one (1) week of receiving their notice of layoff if notice is required to be provided in accordance with Article 18.01.
- 18.07** An employee who bumps into a position in an equivalent or lower classification shall be paid no less than his or her current rate, or the maximum for that classification, whichever is less.
- 18.08** The person so displaced may exercise a similar right to bump in accordance with Article 18.06 within one (1) week.
- 18.09** Any employee who is laid off under this Article shall receive no less than the notice provided for in Article 18.01.
- 18.10** Recall of bumped or laid off employees to available vacancies in their previously held positions shall prevail over Article 8 (Hiring, Promotion & Transfer). Affected employees shall be offered reinstatement to employment in the classification held prior to layoff on the basis of seniority, in reverse order of their layoff, provided they have the skills, qualifications, and ability to perform the available work, before other help may be employed. Notification of recall shall be by letter addressed to his or her last known address on the Employer's records with a copy sent to the Union. The recall rights will not extend for a period longer than twelve (12) months.
- 18.11** During layoff, seniority shall not be broken but shall not accrue, subject to the time limits specified under Article 17.02 (ii).

- 18.12** Full-time employees may bump part-time employees subject to the restrictions and provisions set out in Article 18.06 above. Part-time employees may not bump full-time employees.
- 18.13** Full-time employees may decline recall to a part-time position without affecting their recall rights. However full-time employees who accept recall to a part-time vacancy (which they can fill in accordance with the restrictions set out in Article 18.10) shall have priority to the next full-time vacancy (which they can fill in accordance with the restrictions set out under Article 18.10) over other employees, including more senior employees, who declined recall to a part-time position.
- 18.14** Any period of employment for which severance pay has actually been paid, shall not be counted as service in calculating the amount of severance pay which may again become due after reinstatement to employment or in the calculation of eligibility for any other benefits based on length of service.

ARTICLE 19

SEVERANCE PAY

- 19.01** (a) Upon termination of employment, except for cause, an employee shall receive severance pay in a lump sum equal to one (1) week's pay for every six (6) months of continuous service or major fraction thereof with the company, but not in excess of thirty-eight (38) weeks pay.
- (b) Employees who accept notice of layoff or bumping or volunteer to accept layoff under Article 18.04 shall receive severance pay under this Agreement.
- (c) In the event of dismissal because of technological change, an employee shall receive severance pay in a lump sum equal to one (1) week's pay at the current wage rate for his position for every five (5) months of continuous service or major fraction thereof with the company, but not in excess of thirty-eight (38) weeks pay.
- (d) Part-time employees will have their weekly pay rate determined for the purposes of this Article by an average of weekly earnings over the previous twelve (12) months of employment in the bargaining unit.
- 19.02** Any lump sum payment made under this Article may be deferred up to twenty-four (24) calendar months at the employee's request.
- 19.03** Any period of employment for which dismissal pay has actually been paid, and not refunded, shall not be counted as service in calculating the amount of dismissal pay which may again become due after reinstatement to employment.
- 19.04** Notwithstanding Articles 19.01 (a), (b), and (c), employees with at least ten (10) years service at January 1, 2001 shall receive severance pay in accordance with those Articles but not in excess of fifty-two (52) weeks.

ARTICLE 20

EXPENSES

- 20.01** The Company shall reimburse all authorized expenses incurred for meals, accommodation, car rental, parking lots and meters, taxi and travel upon provision of a receipt by the employee (unless the metered parking does not provide a receipt).
- 20.02** Employees shall be compensated for use of their personal automobile for travel from the Company's office to a job assignment and back at the rate of **forty-eight (48)** cents per kilometre.
- 20.03** The Company shall provide the camera equipment to be used by photographers.
- 20.04** The Company shall provide a cell phone to each reporter and photographer and pay the cell phone bill for all calls made in the course of the employee's work activities. Cell phones shall remain property of the Company and shall only be used for Company related business. The Company reserves the right to switch cell phone carriers from time to time.
- 20.05** The Employer may agree to reimburse an employee for tuition fees for a job related educational course if a written request is made not less than one (1) month in advance of the course and authorization is granted by the Employer. Courses shall not be authorized if the attendance requirement of the course conflicts with an employee's hours of work. Tuition payments are subject to the employee successfully attending and passing the course. Employees who do not (a) attend all instruction time (in the case of courses where the employee is not evaluated) or (b) do not make all reasonable attempts to attend instruction time or do not successfully pass course requirements (in the case of courses where an employee is subject to evaluation) shall not be reimbursed. In advance of the course an employee shall sign a letter authorizing the Employer to deduct any such education amounts forwarded in advance to the employee from the employee's pay should the employee fail to comply with the above noted requirements.
- 20.06** The employer shall pay the difference between the personal and business auto insurance to a maximum of **\$270** effective upon ratification; (**\$275** effective January 1, 2012) provided the employee submits a letter from the insurance company showing the difference and demonstrating proof of payment.

ARTICLE 21

HEALTH & SAFETY

- 21.01** A labour-management health and safety committee shall be maintained consisting of equal representation of Bargaining Unit employees and representatives of the Company. The committee will cover all bargaining unit staff of Sing Tao Daily Limited and Sing Tao Newspapers (Canada 1988) Ltd. and the number of official Committee representatives from either party shall not exceed four (4) from each Company. The

committee members may agree to use sub-committees to deal with departmental issues where appropriate.

ARTICLE 22

N/A

ARTICLE 23

MISCELLANEOUS

23.01 The Company agrees to provide a bulletin board for employees covered by this contract. The bulletin board will be used for legitimate Union business. Posting of notices which are derogatory to the Company shall not be permitted.

23.02 When the Company introduces a new job classification it shall set the rates subject to the right of the Union to dispute the rate and, if necessary, refer the matter to arbitration.

23.03 An employee's by-line or credit line shall not be used over his or her protest. Whenever substantial changes are made in a Reporter's story, an effort will be made to discuss the changes before publication of the story, failing which the by-line shall not be used.

23.04 An employee shall be free to engage in any activities outside of working hours provided such activities:

- (a) are not in competition with the Employer unless the employee receives prior authorization of the Employer. Such authorization shall not be unreasonably withheld. Without restricting the foregoing and for the sake of clarity competitors of the Employer include Ming Pao, CFMT, Fairchild Television, Fairchild Radio, C.C.B.C and World Journal or;
- (b) do not result in any conflict of interest and do not exploit the employee's connection with the Employer or do not associate the Employer with any particular group.

23.05 Articles written by employees on their own time shall first be offered to the Employer for use in its publications. Employer acceptance or rejection of Articles shall be given within three (3) days. Where the Employer has rejected an Article, the employee may submit it to a non-competing publication.

The Company will provide legal counsel of its choice for the defence of an employee facing a libel or related civil action or criminal charges as a result of work published by the Company or an act of any employee in the performance of a job function, provided that the employee has acted responsibly and within the scope of employment.

If an employee is provided with legal counsel as noted above, said employee shall not suffer loss of wages or benefits as a result of time off work to attend court.

23.06 Except where libel or legal action has been threatened or appears probable, the Employer will not publish a correction or apology in respect of an employee's work until a

reasonable effort has been made to discuss the matter with the employee. To do this the Employer shall attempt to contact the employee by telephone at home and at work. It shall be the responsibility of the employee to provide the necessary telephone numbers.

- 23.07** An employee, upon request of the Employer, shall be required to give up custody of and disclose to the Employer, all knowledge, information, notes, records, documents, films, photographs or tapes relating to his employment together with the source thereof, such material being the property of the newspaper. Except in the case of a court order, the Company agrees not to release same to any other person without first discussing with the employee the reason for its release.
- 23.08** The Company has the full right to use and/or re-use, in any manner, form or medium that the Company chooses, all material produced for the Company by the employees during their employment with the Company.

ARTICLE 24

GRIEVANCE & ARBITRATION PROCEDURE

- 24.01** A "grievance" means a difference arising from the interpretation, or claimed violation of any terms of this Agreement. Should a grievance arise between the Employer and the Union or its members the matter shall be handled as a grievance under the following procedure. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavor to settle the dispute at Step 1 of the following procedure.
- 24.02** In the case of an employee grievance or group of identical employee grievances, the following procedure shall be observed:

STEP 1

An employee, accompanied by an Union representative, if desired, shall within fifteen (15) working days of when the circumstances giving rise to the grievance were known or should reasonably have been known to the grievor, raise the matter orally with the Editor-in-Chief or his/her designate, as appropriate. If a satisfactory settlement is not reached within five (5) working days the grievance may proceed to Step 2.

STEP 2

If a satisfactory settlement is not reached at Step 1 then the grievance must be presented in writing, within five (5) working days of the completion of Step 1, to the Managing Director or his/her designate, who will convene a grievance meeting to discuss the matter within five (5) working days of the presentation of the grievance. Union representation shall consist of the grievor, Union steward and, if necessary, the Local Representative of the Union. The Step 2 reply shall be given in writing within ten (10) working days of the grievance meeting.

- 24.03** It is agreed that the time limits and all of the requirements of the grievance and arbitration procedure are to be considered mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 24.04** A Union, management or policy grievance may be initiated at Step 2.
- 24.05** Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the Union or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure, or to arbitration, as the case may be.
- 24.06** Whenever any time limit is established in this Article such time limit shall be deemed to be exclusive of Saturdays, Sundays and recognized holidays.

Arbitration

- 24.07** The arbitration procedure may be invoked only at the written request of either party hereto and provided this request is submitted within twenty (20) days from the date of receipt of the final answer in the grievance procedure.
- 24.08** The party requesting arbitration will submit to the other party the names of single arbitrators and the other party will reply, either accepting one of the proposed arbitrators or submitting a list of single arbitrators, within ten (10) days of receipt of the moving party's list. If the parties cannot agree on a single arbitrator within a further (10) days, then the Minister of Labour for the Province of Ontario will be asked to appoint an arbitrator to hear the matter.
- 24.09** If either party requests an arbitration board, the procedure will be followed as per Articles 24.06 and 24.07 by appointing a nominee to an arbitration board.
- 24.10** Each party shall bear the expenses of its appointee, if used, and will jointly share the expense of the chairperson or single arbitrator.
- 24.11** The single arbitrator or arbitration board shall not have the power to alter or change any of the provisions, nor to give any decision inconsistent with the terms or provisions of this Agreement.

ARTICLE 25

DURATION & RENEWAL

25.01 This Agreement shall become effective (except as provided herein) on January 1, 2010. This Agreement shall terminate on December 31, 2012. It shall be binding upon the successors and assigns of both parties.

Within ninety (90) days prior to the termination of this Agreement, the Company or the Union may open negotiations for a new Agreement to take effect upon the expiry of this present Agreement.

Signed this _____ day of _____, 2010 at Toronto.

FOR THE COMPANY:

FOR THE UNION:

SUPPLEMENTAL AGREEMENTS AND LETTERS

LETTERS OF UNDERSTANDING

RE: Company Ticket Bonus Policy Page 29
RE: Article 808 Page 29
RE: Reductions of Part-Time Shifts Page 29
RE: Acting Management Assignments Page 30
RE: Shift Times..... Page 30
RE: Pension and Benefits..... Page 30
RE: Benefits Costs and Downloading..... Page 31

Sing Tao Daily Limited

BACK OF LETTERS

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

CEP Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear **Mike**:

The Company agrees to continue the current airline ticket bonus policy in effect for the life of this collective agreement.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

CEP Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Article 808

Dear **Mike**:

It is understood that if the company wishes to deal with a performance or disciplinary issue concerning a bargaining unit employee, which occurs while the employee is in an acting management position, it shall only respond in one of two ways. The

company shall either reassign the employee back to his or her bargaining unit position or, if a severe disciplinary response is required, terminate employment. In the case of termination, the employee may grieve the dismissal pursuant to article 808.

Yours truly,

Louis Cheng
President

Letter of Understanding
(Outside the Agreement)

Between:

Sing Tao Daily Limited

-and-

CEP Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Reductions of Part Time Shifts

Dear **Mike**:

When the company determines it is necessary to permanently reduce the number of regular shifts for a classification of part time employees, the company shall ask first for volunteers. In the event that an insufficient number of staff volunteer to have shifts reduced, then the company shall reduce shifts on the basis of reverse seniority within that classification, provided those employees remaining are qualified to perform the work.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

CEP Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Re: Acting Management Assignments

Dear **Mike**:

The employer shall continue, for the duration of the collective agreement, to pay the ten (10) per cent salary premium to current bargaining unit staff who have been assigned to perform management duties on a temporary basis in the roles of Deputy Editor and/or Production Manager (Days). For any other bargaining unit employees who may be requested to perform any management duties on a temporary basis, the employer may negotiate a different arrangement with that employee who shall be assisted and represented by the union. It is understood that any bargaining unit employee may decline an assignment to management duties.

Yours truly,

Louis Cheng
President

Letter of Understanding

Between:

Sing Tao Daily Limited

-and-

CEP Local 87-M Southern Ontario
Newsmedia Guild

Mike Sullivan
National Representative

CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear **Mike**:

Re: Shift Times

The company agrees that it shall not change shift times except for legitimate operational reasons.

Yours truly,

Louis Cheng
President

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear **Mike**:

Re: Pension and Benefits

For the sake of clarity, it is understood that an employee participating in the group benefits plan shall continue coverage under the plan beyond age 64 except that he or she shall not participate in extended health or long term disability coverage. The employee may also continue participating in the Group Pension plan. It is understood that in order to fill the obligations described above the Company will comply with any and all statutory obligations as well as pension plan requirements in accordance to CRA rules.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

LETTER OF UNDERSTANDING

March 11, 2010

Mike Sullivan
National Representative
CEP, Local 87-M
5915 Airport Rd.
Mississauga, ON L4V 1T1

Dear Mike:

Re: Benefits Costs and Downloading

In the course of bargaining for the renewal of the collective agreement, the parties agreed that the Company has no obligation for any costs associated with or resulting from any action taken by the Provincial or Federal governments that would result in a cost to an individual for health care coverage (“downloading”) on or after March 21, 2010. Specifically, this letter confirms that the Company and the Union agree that the collective agreement does not contemplate that any costs resulting from downloading being covered by the collective agreement and agrees that should any downloading occur, these costs will not be the responsibility of the Employer. The Union also agrees that it will not bring forward any grievances either on behalf of employees or by the Union asserting that the Employer has any obligation for any costs resulting from downloading.

Yours truly,



Alan K. Bower
Director of Labour Relations
Star Media Group

APPENDIX A – WAGES (STD)

2010 Wages	Start	After 1 Year	After 2 Year	After 3 Year	After 4 Year	After 5 Year
<u>Chief Translator</u>	910.60 23.65	952.72 24.75	971.09 25.22	989.45 25.70		
<u>Editor, Editor/Reporter</u>	800.42 20.79	840.39 21.83	855.50 22.22	873.87 22.70	890.07 23.12	
<u>Senior Reporter, Senior Translator</u>	790.70 20.54	830.67 21.58	846.87 22.00	865.23 22.47	880.35 22.87	
<u>Reporter, Photographer</u>	688.07 17.87	721.56 18.74	736.69 19.13	751.81 19.53	765.85 19.89	782.06 20.31
<u>Translator</u>	688.07 17.87	721.56 18.74	736.69 19.13	751.81 19.53	765.85 19.89	
<u>Editor - PT</u>	20.75	21.76	22.20	22.63	23.06	
<u>Proofreader - PT</u>	13.27	13.94	14.20	14.49	14.76	
<u>Reporter - PT</u>	17.84	18.74				
<u>Translator - PT</u>	17.84					

Note 1: Part Time employees in the above classifications shall be paid at hourly rates equivalent to the weekly rate.

Note 2: Effective the first Monday of **2011**: Wages shall be increased by a minimum of 1.5% across the board up to 3% based upon **2010** average monthly Toronto CPI as published by Stats Canada.

Note 3: Effective the first Monday of **2012**: Wages shall be increased by a minimum of 1.5% across the board up to 3% based upon **2011** average monthly Toronto CPI as published by Stats Canada.

Note 4: Proofreader Shift Minimum for **2010**: Start **\$38.31**; After 1: **\$41.81**; After 3 **\$46.44**